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DOES  
NOT CIRCULATE

AGREEMENT

Between THE BOARD OF EDUCATION OF THE BOROUGH OF CARLSTADT  
and THE CARLSTADT SCHOOL CUSTODIANS ASSOCIATION.

Dated March 9, 1973

71-73

This agreement entered into this 9th day of March, 1973  
by and between the Board of Education of the Borough of Carlstadt, Bergen  
County, New Jersey, hereinafter called the "Board", and the Carlstadt  
School Custodians Association, hereinafter called the "Association".

In consideration of the following mutual covenants, it is hereby  
agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Carlstadt Custodians Associa-  
tion as the exclusive representative for collective negotiations concerning  
the terms and conditions of employment for all custodial personnel employed  
by the Board.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over  
a successor Agreement in accordance with Chapter 303, Public Laws of 1968,  
and in good-faith endeavor to reach agreement on all matters concerning  
the terms and conditions of custodians' employment as authorized in said  
law. When final agreement is reached, it shall apply to all custodians,  
be reduced to writing, ratified and adopted by both parties, and signed by  
authorized representatives of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent public records, data, and information of the Carlstadt School District. The Association, likewise, shall make available to the Board for inspection all pertinent public records, data, and information of the Association.

C. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. Both parties must be empowered to consider proposals and to make counter-proposals during negotiations. However, final agreement must be ratified and adopted by both parties before signing of written agreement.

D. The Association and the Board negotiating units shall schedule meetings at the convenience of both parties for the purpose of negotiating said agreement. Each party shall submit to the other, no later than 48 hours prior to the meeting, proposals and/or counter-proposals covering matters on the agenda for the meeting. Before concluding each meeting, an agenda shall be established for the following meeting.

E. All terms of the Agreement shall be applicable during the term of the Agreement unless either party feels there is reason to re-open negotiations. Re-opening of negotiations must be agreed upon by both parties in writing.

F. The Board agrees not to negotiate with any other organization representing custodians other than the Association for the duration of this agreement.

G. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing signed by authorized representatives of both parties.

H. A secretary mutually agreed upon by both parties will be present at all negotiation meetings between the Board and the Association to take minutes.

#### ARTICLE IV

##### SALARY GUIDE

<u>Step</u>	<u>Salary</u>
1	\$7,400.00
2	7,700.00
3	8,000.00
4	8,300.00
5	8,600.00

The above guide is for all hours worked during a normal school week, with additional time and one-half paid over eight hours per day for all authorized overtime.

#### ARTICLE V

##### HOSPITALIZATION INSURANCE PLAN

All members of the Association will receive 100% paid family plan insurance coverage in the Public and School Employees Health Benefits Program.

#### ARTICLE VI

##### VACATIONS

Members of the Association will receive vacations as follows:

1 through 8 years of service - 2 weeks  
9 through 15 years of service - 3 weeks  
Over 15 years of service - 4 weeks

## ARTICLE VII

### PAID HOLIDAYS

All members of the Association will receive the following paid holidays:

July 4th	Christmas Day
Labor Day	New Year's Eve
Veterans' Day	New Year's Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving Day	Good Friday
Christmas Eve	Memorial Day

Any changes must have Board of Education approval. The above holidays are subject to change and must be in accordance with the school calendar.

## ARTICLE VIII

### ACCUMULATIVE SICK LEAVE

All members shall receive accumulated sick leave in accordance with New Jersey Statutes, Title 18A. The Board may grant the following non-accumulative personal days per year:

1. Up to three (3) days for leave because of death in immediate family (father, mother, sister, brother, spouse, child, or any member of the immediate household).
2. One (1) day for death of other relative.
3. Up to three (3) days for other emergencies of a personal nature.

Application to the Superintendent shall be made one week prior to leave, except in the case of an emergency, and shall require a brief statement of reason for leave. The Board's approval is required.

## ARTICLE IX

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level that any claim by a custodian or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement or any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided. A grievance must be filed within thirty (30) days of its occurrence or such grievance will be deemed waived and no action will be taken. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Any custodian shall have the right to present his grievance through the process described in the following steps with assured freedom from any prejudicial action for himself or any other participant in presenting his appeal or thereafter. He shall have the right to present his own appeal or to designate representatives of the Association or another person of his own choosing to appear with him or for him at any step in the appeal.

STEP 1. A custodian or custodians with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association, with the objective of resolving the matter informally.

STEP 2. If Step 1 is unsuccessful, the grievance will be submitted to the Association with a duplicate copy to the immediate supervisor involved.

a. If the Association determines the grievance has merit, it will be referred to the Superintendent; or

b. If the grievance has no merit, the Association will notify the custodian involved, with a copy to the supervisor involved.

c. A decision by the Association must be rendered within two school weeks.

STEP 3. The grievance with merit from Step 2 may be referred to the Superintendent in writing. The Superintendent upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within five school days. He shall then have ten school days to render his decision or refer the grievance directly to the Board.

STEP 4. If the grievance is not resolved with the Superintendent to the satisfaction of the custodian and the Association representative, the aggrieved custodian may request a review by the Board of Education. The Board shall review the case and then hold a hearing with all parties in interest present and shall render a decision within two calendar months.

#### ARTICLE X

##### DURATION OF AGREEMENT

This Agreement shall be effective for a term of one (1) year, commencing on the first day of July, 1973.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, all on the day and year first above written.

THE CARLSTADT BOARD OF EDUCATION

ATTEST:

Lawrence L. Lass  
Secretary

BY: Erwin C. Fedkenhauer  
President

THE CARLSTADT SCHOOL CUSTODIANS ASSOCIATION

ATTEST:

Albert Green  
Secretary

BY: Louis Albrecht  
President